

16. As to paragraph 16, he admits the same.

17. As to paragraph 17, he admits the same.

18. As to paragraph 18, he denies the same and every allegation thereof.

19. As to paragraph 19, he denies the same and every allegation thereof.

20. As to paragraph 20, he denies the same and every allegation thereof, and says that the Native Land Court had, on the 3rd day of December, 1886, full jurisdiction to make the order which it did make in freehold tenure to the said defendant Meiha Keepa te Rangihwinui for Subdivision No. 14.

21. As to paragraph 21, he denies that the voluntary arrangement was invalid, and denies the propositions of law stated in the said paragraph; and further avers that, with respect to the order in freehold tenure to the said defendant Meiha Keepa te Rangihwinui for Subdivision No. 14, the Court challenged objectors before making the order.

22. As to paragraph 22, he denies the facts and the propositions of law therein alleged and stated, and says that in fact an order in freehold tenure for Subdivision No. 14 was duly and legally made.

23. As to paragraph 23, he denies the facts and propositions of law therein alleged and stated, and further denies that the matters therein alleged are relevant to the issues in this action, brought pursuant to "The Horowhenua Block Act, 1896," which Act assumes the existence of Subdivision No. 14 as a subdivision duly made by a Court of competent authority.

24. As to paragraph 24, he repeats his answer to paragraph 23 and further says that upon the survey other subdivisions were altered in position and area, and that the Subdivision No. 14 referred to in "The Horowhenua Block Act, 1896," is the subdivision in respect of which the order in freehold tenure was made, and in respect of which the certificate of title issued to the said defendant Meiha Keepa te Rangihwinui; and he expressly denies that the alteration in Subdivision No. 11 was made without the consent of the owners of that subdivision.

25. As to paragraph 25, he denies that the said defendant Meiha Keepa te Rangihwinui exercised or used any pressure or fraud as therein alleged.

26. As to paragraph 26, he denies the same and every allegation thereof.

27. As to paragraph 27, he admits the issue of the certificate of title, and denies that the same was wrongfully issued, and denies that he cannot claim protection under the provisions of the Land Transfer Act, and denies that the said defendant Meiha Keepa te Rangihwinui was then or at any time a trustee for Subdivision No. 14 for the persons named in the registered list or for any other persons.

28. As to paragraph 28, he admits the dealings specified therein, but denies that the said defendant Meiha Keepa te Rangihwinui was a trustee of Subdivision No. 14, or that any such dealings were in fraud of any trust.

29. As to paragraph 29, he denies that from the year 1874 and continuously therefrom he had been the solicitor and confidential adviser of the said defendant Meiha Keepa te Rangihwinui; and he further denies that he had any knowledge whatsoever of the matters and things alleged in the first twenty-six paragraphs of the statement of claim; and he denies that he knew that the said defendant Meiha Keepa te Rangihwinui was a trustee of Subdivision No. 14 without power to make transfers, leases, or mortgages; and he avers that, in respect of the Horowhenua Block, he never acted as the solicitor or confidential adviser of the said defendant Meiha Keepa te Rangihwinui until the month of July, 1892.

30. As to paragraph 30, he denies the same and every allegation thereof.

31. As to paragraph 31, he admits that when he obtained from the said defendant Meiha Keepa te Rangihwinui the transfers and leases other than the lease of the 20th day of May, 1892, he was the solicitor and confidential adviser of the said defendant; but, as to the lease of the 20th day of May, 1892, he denies that when he obtained the same he was the solicitor or confidential adviser of the said defendant; and he denies that he obtained any such transfers and leases at inadequate values and rentals, but says that all the values and rentals were fair and just; and, further, as a matter of law, he denies the relevancy of any of the allegations of paragraph 31 to the issues in this action.

32. As to paragraph 32, he says that, in respect of the mortgage therein referred to, he was not the solicitor and confidential adviser of the said defendant Meiha Keepa te Rangihwinui, but, on the contrary, Mr. W. B. Edwards acted as the solicitor for the said defendant in that matter. He denies that he concealed any matter whatsoever from the said defendant Meiha Keepa te Rangihwinui, and he says that the document was certified as correct for the purposes of the Land Transfer Act by Mr. W. B. Edwards, as solicitor for the said defendant Meiha Keepa te Rangihwinui; and he denies that the said defendant was unaware of any matter which was provided in the said mortgage; and, further, as a matter of law, he denies the relevancy of any of the allegations of paragraph 32 to the issues in this action.

33. As to paragraph 33, he denies that he concealed any matter from the Trust Commissioner, but avers that Mr. W. B. Edwards, the solicitor for the defendant as well as for the said defendant Meiha Keepa te Rangihwinui, appeared before the Trust Commissioner. He avers that the Trust Commissioner had the deed in his possession for seven days. He denies that the Trust Commissioner abstained from making the inquiries therein referred to, and he further says that the Trust Commissioner sat as a Court of competent jurisdiction to determine the questions required by law to be determined by him prior to the granting of his certificate, and that the Trust Commissioner did grant a certificate under "The Native Lands Frauds Prevention Act 1881 Amendment Act, 1888," and that the same was final and conclusive; and he denies the right of the plaintiff to allege in this Court matters in contravention of that certificate.

34. As to paragraph 34, he admits the same, except that, as to part of the land comprised in one of the leases, he has not been in actual possession thereof, as the same has been occupied by one Peter Bartholomew.